

11-14-2001



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

11-14-21
Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Gelco Information Network, Inc.**

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (DE) 11-14-61
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: August 10, 2001

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Administrative Agent
Internal Address: _____
Street Address: P.O. Box 2558
City: Houston State: TX ZIP: 77252

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) **See Continuation of Item 4**

B. Trademark Registration No.(s) **See Continuation of Item 4**

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robyn Greenberg, Esq.
Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41): \$ 390.00
☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robyn Greenberg, Esq.
Name of Person Signing

[Signature]
Signature

11/9/01
Date

Total number of pages comprising cover sheet: 5

11/15/2001 6TOM11 00000025 1807941

01 FC:481
02 FC:482

40.00 OP
350.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002395 FRAME: 0426

CONTINUATION OF ITEM 4

REGISTRATION NO.
1,807,941
1,354,602
1,565,002
651,556
1,809,560
628,265
1,918,347
1,913,718
1,866,296
1,864,387
1,958,236
2,157,202
2,463,633
2,128,497
2,486,268

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of August 10, 2001 is made by Gelco Information Network, Inc., a Delaware corporation (the "Obligor"), in favor of The Chase Manhattan Bank, a New York banking corporation, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of December 6, 1995 (as amended by the First Amendment, dated as of December 27, 1995, the Second Amendment, dated as of December 15, 1996, the Amendment, Waiver and Consent, dated as of November 21, 1997, the Third Amendment, dated as of December 17, 1997, the Fourth Amendment, dated as of April 21, 1999, the Fifth Amendment and Waiver, dated as of June 30, 2000, the Sixth Amendment, dated as of August 31, 2000, the Seventh Amendment, dated as of September 15, 2000, the Eighth Amendment and Waiver, dated as of September 30, 2000, the Ninth Amendment, dated as of October 15, 2000, the Tenth Amendment, dated as of October 31, 2000, the Eleventh Amendment, dated as of November 15, 2000, the Twelfth Amendment dated as of December 21, 2000, and the Thirteenth Amendment, dated as of August 10, 2001, and as may be further amended, supplemented or modified from time to time, the "Credit Agreement"), among H-G Holdings, Inc., a Delaware corporation and parent of the Obligor ("Borrower"), the Lenders and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of December 6, 1995, in favor of the Agent (as amended by the First Amendment to the Guarantee and Collateral Agreement, dated as of August 10, 2001, and as may be further amended, supplemented or modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent for the benefit of the Agent and the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GELCO INFORMATION NETWORK, INC.

By: Karen T. Beckwith
Name: **KAREN T. BECKWITH**
Title: **EVP & CFO**

THE CHASE MANHATTAN BANK,
as Administrative Agent for the Lenders

By: Agnes L. Levy
Name: **AGNES L. LEVY**
Title: **VICE PRESIDENT**

SCHEDULE A

U.S. Trademarks Registrations

A. Registered Marks

<u>Country</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	Branchpay	1,807,941	11/30/93
	Rapidpay	1,354,602	8/13/85
	Rapidraft (re-registration)	1,565,002	11/7/89
	Traveletter	651,556	9/10/57
	Traveletter Direct	1,809,560	12/7/93
	Travelorder	628,265	6/5/56
	Gelco & Design	1,849,584	8/9/94
	Voucher Express	1,918,347	9/12/95
	GLINK	1,913,718	8/22/95
	TLINK	1,866,296	12/06/94
	Gelco PayNetwork	1,864,387	11/22/94
	TIPS	1,958,236	2/27/96
	GELCO TRAVEL MANAGER	2,157,202	5/12/98
	Expenselink	2,463,633	6/26/01
	Expenselink	2,128,497	1/13/98

B. Applications

<u>Country</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
United States	Expenselink/Direct	75/931,404	2/29/00